

AMENDMENT TO AGREEMENT
FOR CONSULTATION AND OTHER SERVICES

This Amendment is entered into this 17th day of January 2006, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and HMH Engineers (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional Engineering services for South Park Victoria Drive Pavement Rehabilitation, (Project No. 4225), on February 15, 2005; and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional professional engineering services for South Park Victoria Drive Pavement Rehabilitation.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Subsection 1.1, entitled "Term of Services" is amended to read:

The term of this Agreement shall begin on the date first noted above and shall end on June 1, 2006.

2. Section 1, entitled "Services" is amended by adding Exhibit "A-2", which is attached hereto and incorporated by reference herein.
3. Section 2, entitled " Compensation " is amended to add Exhibit "A-2", which is attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:

The compensation for the services set forth in Exhibit "A-2" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "A-2" shall be \$19,060.00.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated February 15, 2005, between HMH Engineers and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.

5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

Public Works Director as to content

Michael J. Morsilli
Title: Vice President RCE 30695

City Manager

City Attorney as to Form

ATTESTED BY:

City Clerk

EXHIBIT A-2

SCOPE OF CONSULTANT'S DUTIES AND SERVICES



January 4, 2006
Job No. 3403.00
Page 1 of 2

Jimmy Nguyen
City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 95035

Re: South Park Victoria Dr. Pavement Rehabilitation Project – Additional Services

Dear: Jimmy

HMH Engineers is pleased to submit the following proposal items at the City's request. Scope, fee, and schedule of additional services are outlined below:

ADDITIONAL SCOPE OF SERVICES

The following outlines necessary tasks to incorporate City requested items into the project scope including project plans, specifications, and estimate as they pertain to the existing South Park Victoria Dr. Pavement Rehabilitation contract.

Task Item 1: Separate PS&E for South Park Victoria Rehabilitation into Phases

Separate current contract documents into two Phases. Phase 1 to include rehabilitation of Calaveras Blvd. between I-680 ramps to South Park Victoria Dr and as far south as possible along South Park Victoria Dr as feasible to complete an approximated construction cost of \$1.2 million. Include any additional details to complete a smooth transition between Phase 1 and 2 at conform locations.

Separation of the existing contract documents will maintain all necessary median improvements, surface improvements, curb ramp improvements, loop detector replacements, pavement grinding, striping, pavement inlays and overlays such that the roadway will maintain a minimally raised vertical and sectional alignment that follows the existing shape. Bicycle lanes will be included and existing lane configuration layouts will be illustrated as currently shown in the 90% Submittal. In addition, continued coordination, communication, quality control and Project Management services will be provided. Addendums, Post Bidding and Construction services are excluded from Phase 2.

SAN JOSE

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San Jose, California 95131
408.487.2200 Tel 408.487.2222 Fax
www.hmh-engineers.com

GILROY

7888 Wren Avenue, Bldg. B
Gilroy, California 95020
408.846.0707 Tel 408.846.0676 Fax

FEE

The total estimated fee requested for the above task item is established as follows:

Task Item 1:

| | |
|---------------------------------|-----------------|
| Additional Engineering Services | \$ 17,710 |
| <u>Reimbursable Expenses</u> | <u>\$ 1,350</u> |
| Total | \$ 19,060 |

SCHEDULE

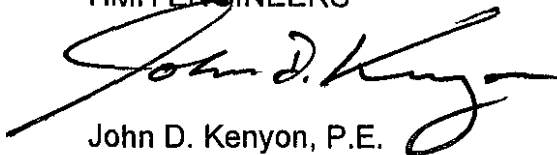
It is our intent to work with the City in maintaining the preexisting schedule. The level of effort required to complete Task Items 1 is estimated at 3 weeks. The timeline for these services will be established upon engagement and may be expedited accordingly.

Notification-to-proceed in selecting these services require approximately one-week lead-time prior to the task start date.

Please review this \$19,060 fee proposal and if acceptable, provide us with written authorization to proceed with these additional services. Should you have any questions, or need anything further, please feel free to contact me at 408-487-2200.

Very truly yours,

HMH ENGINEERS



John D. Kenyon, P.E.
Senior Engineer